

MISSOURI AMENDATORY MOBILE HOMEOWNERS ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Missouri Amendatory Mobile Homeowners Endorsement previously a part of this policy.

This policy is amended as follows:

DEFINITIONS

The following applies to all policies:

The definitions added in this endorsement are in bold print. However, definitions added in this endorsement do not appear in bold print in **your** policy.

The following is added:

Actual Cash Value means the least of the:

- a. value of damaged property;
- b. change in value of damaged property directly due to the loss;
- c. cost to repair damaged property; or
- d. cost to replace damaged property less a deduction that reflects depreciation, age, condition and obsolescence; at the time of loss.

Actual cash value may be significantly less than replacement cost.

Bodily Injury is deleted and replaced by the following:

Bodily Injury means bodily harm, sickness or disease. It includes resulting loss of services, required care and death.

Bodily injury does not include:

- a. any of the following which are communicable: disease, bacteria, parasite, virus or other organism which are transmitted by any **insured** to any other person;
- b. the exposure to any such communicable disease, bacteria, parasite, virus or other organism; or
- c. emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to the person.

Business is deleted and replaced by the following:

Business means any profit motivated full or part-time trade, profession or occupation and the use of any part of any premises for such purposes. This includes child day care services provided in **your** home for three days or more in any month to a person or persons, other than **insureds** and relatives, for which an **insured** receives some monetary or other compensation for such services.

The following is added:

Fungi mean any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by **fungi**.

Occurrence is deleted and replaced by the following:

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a. **bodily injury**; or
- b. **property damage**.

The following is added:

Pollutant.

- a. This means any contaminant or irritant regardless if it is:
 - (1) man-made or natural; or
 - (2) a solid, liquid, gas, compound; or
 - (3) thermal irritant.
- b. This includes but is not limited to:
 - (1) lead, mercury, radon, asbestos, formaldehyde;
 - (2) solvents, alkalis, acids;
 - (3) gasoline, diesel, alcohol, kerosene, heating oil, or any other type of petroleum based or bio-based fuel;
 - (4) garbage, refuse, other waste, material to be recycled; or
 - (5) any substance any governmental agency lists as a controlled chemical or hazardous substance.
- c. **Pollutant** does not mean:
 - (1) the excretion, secretion, or decomposition of any animal; or
 - (2) a contaminant or irritant from a fire loss covered by this policy.

The following is added:

We, us and **our** refer to the American Family Mutual Insurance Company.

You and **your** is deleted and replaced by the following:

You and **your** mean a named **insured** shown in the declarations or, if living in the same household:

- a. a named **insured's** spouse; or
- b. a person who has entered into a domestic partnership or civil union with a named **insured** if such partnership or union:
 - (1) is recognized under the laws of the state in which the named **insured** resides;
 - (2) grants equivalent rights and responsibilities to its members as those granted to a spouse under state law; and
 - (3) has been registered with or filed with the state or local government responsible for recording such partnerships or unions.

PROPERTY COVERAGES – SECTION I

The following applies to all policies:

COVERAGE B – PERSONAL PROPERTY

The following is added to **Limitations on Specific Property**:

\$7500 for loss by theft of tools.

SUPPLEMENTARY COVERAGES – SECTION I

The following applies when this endorsement amends a MOBILE HOMEOWNERS POLICY SPECIAL FORM 3 (MH-3):

Consequential Loss is deleted and replaced by the following:

Refrigerated Food Products. We will pay for loss to food products in freezers or refrigerators on the **insured premises**, but not to exceed the total **limit** of \$250 for each loss for all food products, when caused by power interruption or mechanical failure.

Power interruption or mechanical failure does not include:

- a. removal of the plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Peril Insured Against.

This coverage does not increase the **limit** applying to the damaged property.

The Power Failure exclusion does not apply to this coverage.

The following applies to all policies:

The following is added:

Fungi or Bacteria. Fungi or bacteria must occur on the **insured premises** and be caused by or result from a cause of loss other than **fungi** or bacteria covered by this policy. The cause of loss and the actual loss itself must occur while this policy is in effect. **Fungi** or bacteria must cause direct physical loss to property covered by this policy.

We will pay up to the **limit** shown in the declarations for:

- a. the reasonable and **necessary costs** for work actually performed to:
 - (1) clean up, remove and dispose of **fungi** or bacteria from covered property;
 - (2) repair, restore or replace covered property damaged by **fungi** or bacteria; and
 - (3) test the air or property to confirm the absence, presence or level of **fungi** or bacteria, only to the extent that there is a reason to believe that there is the presence of **fungi** or bacteria on the **insured premises**; and
- b. a necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living when a covered loss caused by **fungi** or bacteria makes that part of the **insured premises** where **you** reside uninhabitable.

This coverage does not increase the **limit** applying to the property.

No other coverages apply to **fungi** or bacteria.

The **Fungi** or Bacteria exclusion does not apply to this coverage.

PERILS INSURED AGAINST – SECTION I

The following applies when this endorsement amends a MOBILE HOMEOWNERS POLICY SPECIAL FORM 3 (MH-3):

Freezing is deleted and replaced by the following:

Freezing of a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. However, no coverage applies while the residence has been **vacant**, unoccupied or under construction for more than 60 consecutive days immediately before the loss, unless **you** have taken precaution to:

- a. maintain heat in the mobile home or other structure; or
- b. shut off the water supply and drain the system and appliances of water.

LOSSES NOT INSURED – MOBILE HOME AND MOBILE HOME EXTENSION

The following applies when this endorsement amends a MOBILE HOMEOWNERS POLICY SPECIAL FORM 3 (MH-3):

Freezing is deleted and replaced by the following:

Freezing of a plumbing, heating, air-conditioning, or automatic fire protection sprinkler system or household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the residence is **vacant** or unoccupied unless **you** have taken precaution to:

- a. maintain heat in the mobile home or other structure; or
- b. shut off the water supply and drain the system and appliances of water.

Under 8., the phrase in c.:

smog, rust, frost, condensation, mold, wet or dry rot

is deleted and replaced by the following:

smog, rust, frost, condensation, wet or dry rot;

Under 8., the phrase in g.:

birds, vermin, rodents, insects or domestic animals

is deleted and replaced by the following:

insects, arachnids, bats, birds, rabbits, rodents, domestic or farm animals. This also includes any costs to test for, clean up or remediate any excretion, secretion, or decomposition of any of these animals. This exclusion does not apply to breakage of glass that is part of the mobile home or other structure.

Under 8., the phrase:

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, **we** cover loss caused by the water or steam. **We** also cover the cost of tearing out and replacing any part of a mobile home or a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water or steam escaped.

is deleted and replaced by the following:

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, **we** cover loss caused by the water or steam. **We** will only pay for the tear out and repair of any surface part of the mobile home or other structure that **we** deem necessary to access and repair any concealed part damaged by a loss covered by this policy.

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a roof drain, sump, sump pump, gutter, downspout, drain tile or attached equipment.

EXCLUSIONS – SECTION I

The following applies to all policies:

The following is added:

Fungi or Bacteria, meaning the presence, growth, proliferation, spread or any activity of **fungi** or bacteria.

The following is added:

Hail Cosmetic Damage to Metal Roofing Components.

We will not pay for any damage caused by hail to any metal vent, flashing, drip edge, ridge, valley, accessory, or trim unless such metal component:

- a. will no longer:
 - (1) prevent water from entering the building; or
 - (2) perform any other intended function; or
- b. is attached to a roof plane that has had its roofing surface damaged by hail to the extent that the roofing surface must be replaced. Roofing surface includes but is not limited to shingles, shakes, tiles, slates, panels, sheets, rolled materials, or any type of built-up surface.

However, this exclusion does not apply when **we** determine that such mobile home or other structure is a total loss.

Intentional Loss is deleted and replaced by the following:

Intentional Loss.

- a. Intentional loss means any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a loss. In the event of such loss, no **insured** is entitled to coverage, even **insureds** that did not commit or conspire to commit the act causing the loss.
- b. However, this exclusion will not apply to deny payment to an innocent co-**insured** who is a victim of domestic violence, when such coverage would otherwise be excluded under this provision, if the **insured**:
 - (1) files a police report; and

- (2) completes a sworn affidavit for the insurer that indicates both:
 - (a) the cause of the loss; and
 - (b) a pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.
- c. If payment is made pursuant to b. above, payment to the innocent co-**insured** may be limited to such innocent co-**insured's** ownership interest in the property reduced by any payment to a mortgagee or other secured interest. However, **we** shall not be required to make any subsequent payment to any other **insured** for the part of any loss for which the innocent co-**insured** has received payment. In no event will **we** pay more than **our limit**.

The following is added:

Loss in Value. We do not cover any loss in value of any property resulting from the repair or replacement of such property.

Ordinance or Law is deleted and replaced by the following:

Ordinance, Law or Regulation, meaning enforcement of any ordinance, law or regulation which regulates the construction, repair or demolition of a mobile home or other structure, unless specifically provided under this policy. This includes, but is not limited to the removal and disposal of damaged or undamaged property which results from such enforcement. **We** do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by an insured peril.

The following is added:

Undamaged Part. We will not pay to repair or replace any undamaged part of any system when any other part of such system is damaged by a covered loss.

CONDITIONS – SECTION I

The following applies to all policies:

Appraisal is deleted and replaced by the following:

Appraisal. If **you** and **we** fail to agree on the amount of damages as the result of a covered loss, either may demand that the **actual cash value** and the amount of the loss be set by appraisal. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and disinterested umpire. If they cannot agree on an umpire within 15 days, **you** or **we** may request that the choice be made by a judge of a court of record in the state where the **insured premises** is located. The appraisers will appraise the loss, stating separately **actual cash value** and loss to each item. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be the amount of the loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. The umpire shall make the award within 30 days after the umpire receives the appraisers' submissions of their differences. Written agreement signed by any two of these three will set the **actual cash value** and the amount of the loss. **We** will pay **our** appraiser. **You** will pay **your** appraiser. Other expenses and the compensation of the umpire will be paid equally by **you** and **us**.

The following is added:

Duplicate Payment. The amount **we** pay **you** for any Loss Settlement under Coverage A – Mobile Home and Mobile Home Extension:

- a. will not duplicate any amount **we** have already paid **you** for any previous loss or losses to the same damaged property when such property has not been repaired or replaced; and
- b. will be reduced by the amount **we** previously paid **you** that **you** have not actually spent to repair or replace such property.

Loss Value Determination is deleted and replaced by the following:

Loss Value Determination.

We will pay the smallest of:

- a. the **actual cash value**;
- b. the cost of repairing the damage;
- c. replacing the damaged property with property of similar quality and utility for like use, but not necessarily the same manufacturer; or
- d. the **limit** shown in the declarations.

The following is added:

Matching of Undamaged Property. We will not pay to repair or replace undamaged property due to mismatch between undamaged material and new material used to repair or replace damaged material because of:

- a. texture, dimensional differences;
- b. color, fading, oxidation, weathering differences;
- c. wear and tear, marring, scratching, deterioration; or
- d. obsolescence or discontinuation.

We do not cover the loss in value to any property due to mismatch between undamaged material and new material used to repair or replace damaged material.

LIABILITY COVERAGES – SECTION II

The following applies to all policies:

Under **Coverage D – Personal Liability Coverage**:

The following is added:

Dangerous Dog and Exotic Animal Liability Limit.

The dangerous dog and exotic animal liability **limit** shown in the declarations is the most **we** will pay for compensatory damages for which an **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** arising out of:

- a. a dangerous dog **you**, any **insured**, or any member of **your** household owns or has in his or her care, custody, or control.
 - (1) Dangerous dog means any dog:
 - (a) trained or used as an attack or guard dog;
 - (b) previously deemed to be vicious, aggressive, or dangerous as defined by any state or local law, regulation, or ordinance; or
 - (c) that has a prior history of biting or vicious act that:
 - (i) resulted in death to a person;
 - (ii) required any type of professional medical treatment; or
 - (iii) was reported to any governmental agency.
 - (2) A dangerous dog does not mean a trained attack or guard dog that is currently, or was previously, owned by a governmental agency and is in **your**, any **insured's**, or any member of **your** household's care, custody, or control.
- b. an exotic animal **you**, any **insured**, or any member of **your** household owns or has in his or her care, custody, or control.

Exotic animal means a:

 - (1) non-domesticated feline;
 - (2) non-human primate;
 - (3) venomous or poisonous animal;
 - (4) caiman, alligator, or crocodile;
 - (5) bear;
 - (6) wolf;
 - (7) jackal;
 - (8) fox; or
 - (9) coyote;including any hybrid of these animals.

SUPPLEMENTARY COVERAGES – SECTION II

The following applies to all policies:

Under **Claim and Defense Expenses**, paragraph c. is deleted and replaced by the following:

- c. reasonable expenses incurred by an **insured** at **our** request. This includes actual loss of earnings (but not loss of other income) up to \$200 per day for aiding **us** in the investigation or defense of claims or suits;

EXCLUSIONS – SECTION II

The following applies to all policies:

Under **Coverage D – Personal Liability and Coverage E – Medical Expense** do not apply to **bodily injury** or **property damage**:

The phrase in a. is deleted and replaced by the following:

- a. arising out of an expected or intended act or omission.
 - (1) This includes any type of **bodily injury** or **property damage** that an **insured**:
 - (a) intends; or
 - (b) may expect to result from any intentional act or omission.
 - (2) This exclusion applies even if the **bodily injury** or **property damage** is:
 - (a) of a different kind, quality, or degree than intended;
 - (b) to a different person or property than intended;
 - (c) the result of a willful and malicious act, no matter at whom the act was directed;
 - (d) unexpected or unforeseen by the person injured or the owner of the property damaged; or
 - (e) sustained regardless of whether an **insured**:
 - (i) is under the influence of alcohol or any controlled substance;
 - (ii) lacks the mental capacity to govern his or her conduct; or
 - (iii) is deemed not to have had the mental capacity to form the legal intent to commit the act or omission.
 - (3) This exclusion applies regardless of the theory of relief pursued, asserted, or claimed by anyone seeking compensation under this policy;

The phrase in f.(3)(d) is deleted and replaced by the following:

f. arising out of the ownership, entrustment, maintenance, operation, use, loading or unloading of:

(3) a watercraft:

(d) powered by one or more outboard motors with more than 50 total horsepower, owned by any **insured** at the inception of this policy. If **you** write to **us** within 45 days after acquisition, and request **us** to insure any outboard motors acquired during the policy period, coverage will apply; or

The phrase in j. is deleted and replaced by the following:

j. arising out of alcohol supply to underage persons.

This applies to an **insured** who:

- (1) knowingly permits;
 - (2) takes action to enable; or
 - (3) fails to take reasonable action to prevent;
- any person under the legal age to consume alcohol;

The phrase in k. is deleted and replaced by the following:

k. arising out of or resulting from sexual molestation or misconduct, corporal punishment, physical or mental abuse.

(1) This includes any actual or alleged:

(a) sexual molestation or misconduct by any **insured**:

- (i) including but not limited to personal interaction or photographic, video, or any other display of sexual activity;
- (ii) regardless of whether or not consent is given;

(b) corporal punishment; or

(c) physical or mental abuse resulting from acts or omissions of any **insured**.

(2) This exclusion applies regardless of:

- (a) intent to cause injury; or
- (b) the theory of relief pursued, asserted, or claimed by anyone seeking compensation under this policy;

The following is added:

arising out of the use, sale, manufacture, delivery, transfer, possession or administration of a controlled substance(s) as defined by 21 U.S.C.A. Sections 811 and 812. Controlled substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;

The following is added:

arising out of or resulting from excretion, secretion, or decomposition of any animal;

The following is added:

arising out of any liability imputed to any **insured** which is otherwise excluded in this policy;

The following is added:

arising out of intra-**insured** suits to any **insured**;

The following is added:

arising out of pollution.

(1) This includes any actual, alleged, or threatened:

(a) discharge, dispersal, release, escape, seepage, trespass, wrongful entry, migration; or

(b) ingestion, inhalation, or absorption;

of any **pollutant** from any source.

(2) This includes any cost or expense to:

(a) abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose; or

(b) in any way respond to, or assess the effects;

of any **pollutant** from any source;

The following is added:

arising out of violation of law.

This includes:

(1) violation of any criminal law for which any **insured** is convicted;

(2) violation of any building or housing code for which any **insured** is convicted; or

(3) violation of any criminal law for which any **insured** is not convicted due to mental incapacity.

Under **Coverage D – Personal Liability** does not apply to:

The phrase in a. is deleted and replaced by the following:

- a. loss assessments. **We** will not cover personal liability for **your** share of any loss assessment charged against all members of a corporation or association of property owners other than as provided by Supplementary Coverages – Section II, under Loss Assessments;

The following is added:

contractual liability. **We** will not cover personal liability under any contract or agreement.

This exclusion does not apply to written contracts:

- (1) directly relating to the ownership, maintenance or use of the **insured premises** not excluded in a. above or elsewhere in the policy; or
- (2) in which the **insured** assumes the liability of others prior to the **occurrence**;

The phrase in c. is deleted and replaced by the following:

c. **property damage** to:

- (1) property owned by any **insured**;
 - (2) property borrowed, used or occupied by, rented to, or in the care of any **insured**; or
 - (3) property owned by a corporation or association of property owners of which any **insured** is a member.
- We** will, if any **insured** is legally obligated, pay for **property damage** in c.(2) above caused by fire, smoke or explosion;

The phrase in f. is deleted and replaced by the following:

f. punitive, statutorily imposed, or court ordered damages.

This includes any Personal Liability for:

- (1) punitive, exemplary, statutorily imposed, multiple, or aggravated damages;
- (2) fines, penalties, or court ordered restitution; or
- (3) awarded or statutorily mandated attorney fees related to f.(1) or f.(2) above.

CONDITIONS – SECTION II

The following applies to all policies:

Limit of Liability is deleted and replaced by the following:

Limit of Liability. Regardless of the number of **insureds**, claims made or persons injured, **our** total liability under Coverage D for all damages resulting from any one **occurrence** will not exceed the Coverage D **limit** stated in the declarations.

All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one **occurrence**.

Our total liability under Coverage E for all **medical expenses** payable for **bodily injury** to one person as the result of one accident will not exceed the Coverage E **limit** stated in the declarations.

GENERAL CONDITIONS

The following applies to all policies:

Concealment or Fraud is deleted and replaced by the following:

Concealment or Fraud. With respect to all **insureds**, this entire policy is void if, before or after a loss, any **insured** has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;
- relating to this insurance.

Subrogation is amended by adding the following paragraph:

If **we** pay an innocent co-**insured** for a loss arising from an act of domestic violence, the rights of that **insured** to recover against the perpetrator are transferred to **us** to the extent of **our** payment. Following the loss, the innocent co-**insured** may not waive such rights to recover against the perpetrator of the domestic violence.

Waiver or Change of Policy Provisions is deleted and replaced by the following:

Waiver or Change of Policy Provisions. **You** are authorized to request changes in this policy, on behalf of all **insureds**, if **we** agree to those changes. A provision of this policy is waived or changed only if **we** put it in writing.

Our request for appraisal or examination does not waive **our** rights.

ADDITIONAL PROTECTION YOU MAY BUY

Option 3 – CHILD CARE BY AN INSURED

The phrase in (5)(a):

bodily injury or **property damage** arising out of sexual molestation, corporal punishment or physical or mental abuse inflicted upon any person by or at the direction of an **insured**

is deleted.

All other terms remain unchanged.

SPECIMEN